

1 **UNITED STATES DISTRICT COURT**
2 **FOR THE**
3 **EASTERN DISTRICT OF PENNSYLVANIA**

4 ALEX SILVERMAN,)

5 Plaintiff)

6 v.)

7 SYNTER RESOURCE GROUP, LLC,)

8 Defendant)

Case No.:

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

(Unlawful Debt Collection Practices)

10
11 **COMPLAINT**

12 ALEX SILVERMAN (“Plaintiff”), by and through his attorneys, KIMMEL
13 & SILVERMAN, P.C., alleges the following against SYNTER RESOURCE
14 GROUP, LLC. (“Defendant”):
15

16 **INTRODUCTION**

17 1. Plaintiff’s Complaint is based on the Fair Debt Collection Practices
18 Act, 15 U.S.C. § 1692 *et seq.* (“FDCPA”)
19

20 **JURISDICTION AND VENUE**

21 2. Jurisdiction of this court arises pursuant to 15 U.S.C. §1692k(d),
22 which states that such actions may be brought and heard before “any appropriate
23 United States district court without regard to the amount in controversy,” and 28
24
25

1 U.S.C. §1331 grants this court original jurisdiction of all civil actions arising
2 under the laws of the United States.

3 3. Defendant conducts business in the Commonwealth of Pennsylvania;
4 therefore, personal jurisdiction is established.

5 4. Venue is proper pursuant to 28 U.S.C. §1391(b)(2).

6
7 **PARTIES**
8

9 5. Plaintiff is a natural person residing in Ambler, Pennsylvania 19002.

10 6. Plaintiff is a “consumer” as that term is defined by 15 U.S.C.
11 §1692a(3).

12 7. In the alternative, Plaintiff is a person granted a cause of action under
13 the FDCPA. See 15 U.S.C. §1692k(a) and Wenrich v. Cole, 2000 U.S. Dist.
14 LEXIS 18687 (E.D. Pa. Dec. 22, 2000).

15 8. Defendant is a debt collection company with its principal office
16 located at 5935 Rivers Avenue, Suite 102, Charleston, South Carolina 29406-
17 6071.
18

19 9. Defendant collects, and attempts to collect, consumer debts incurred,
20 or alleged to have been incurred, for personal, family or household purposes on
21 behalf of creditors and debt buyers using the U.S. Mail, the telephone and/or
22 internet.
23

24 10. Defendant is a “debt collector” as that term is defined by 15 U.S.C.
25

1 §1692a(6), and sought to collect a debt from Plaintiff.

2 11. Defendant acted through its agents, employees, officers, members,
3 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
4 representatives, and insurers.
5

6 **FACTUAL ALLEGATIONS**

7 12. At all relevant times, Defendant was attempting to collect an alleged
8 consumer debt from Plaintiff.
9

10 13. The alleged debt arose out of transactions that were primarily for
11 personal, family, or household purposes, namely the purchase of a pair of shoes.
12

13 14. Plaintiff purchased a pair of shoes online from an overseas retailer.

14 15. Plaintiff paid the retailer for the shoes.

15 16. The retailer shipped the shoes to Plaintiff using DHL Express USA,
16 Inc.
17

18 17. DHL Express, Inc. attempted to charge Plaintiff for an import fee on
19 the shoes.

20 18. Plaintiff was never advised of any DHL import fees on the shoes at
21 the time of purchase by the retailer or DHL.
22

23 19. Plaintiff never agreed to pay any import fees when he purchased the
24 shoes.

25 20. On November 17, 2015, Plaintiff received a collection letter from

1 Defendant seeking to collect \$28.12 for DHL Express USA, Inc. See Ex. A.

2 21. The letter specifically identified Defendant as a debt collector,
3 stating: “This is an attempt to collect a debt and any information obtained will be
4 used for that purpose. This is a communication from a debt collector.
5

6 22. The letter stated that Plaintiff owed a “balance due” of \$28.12 to
7 DHL Express USA, Inc. which Defendant was attempting to collect.
8

9 23. The balance the letter was attempting to collect as for the import fee
10 that Plaintiff was charged without his agreement as Plaintiff has no other
11 outstanding balance with DHL Express USA, Inc.
12

13 **DEFENDANT VIOLATED THE FAIR DEBT COLLECTION**
14 **PRACTICES ACT**

15 **COUNT I**

16 24. Defendant’s conduct, detailed in the preceding paragraphs, violated
17 15 U.S.C. §§ 1692d.

18 a. Section 1692d of the FDCPA prohibits debt collectors from
19 engaging in any conduct the natural consequences of which is
20 to harass, oppress or abuse any person in connection with the
21 collection of a debt.
22

23 b. Defendant violated § 1692d of the FDCPA by engaging in
24 conduct which was naturally harassing when it sent Plaintiff a
25 dunning letter seeking to collect and stating Plaintiff had a

1 “balance due” of \$28.12 to DHL Express USA, Inc. when
2 Plaintiff never incurred that debt and had no balance actually
3 owed to DHL Express USA, Inc.
4

5 **COUNT II**

6 25. Defendant’s conducted, detailed in the preceding paragraphs, violated
7 15 U.S.C. § 1692e, 15 U.S.C. § 1692e(2)(A), and 15 U.S.C. § 1692e(10).
8

- 9 a. Section 1692e of the FDCPA prohibits a debt collect from using any
10 false, deceptive, or misleading representation in connection with the
11 collection of any debt.
12
- 13 b. Section 1692e(2)(A) prohibits a debt collector from making any
14 false representation of the character, amount, or legal status of any
15 debt.
16
- 17 c. Section 1692e(10) prohibits any false or deceptive means to collect
18 or attempt to collect a debt.
19
- 20 d. Defendant violated §§ 1692e, 1692e(2)(A), and 1692e(10) of the
21 FDCPA when it sent Plaintiff a letter attempting to collect and
22 stating Plaintiff had a balance due to DHL Express USA, Inc. of
23 \$28.12, as this misrepresented the amount and status of the debt
24 since Plaintiff never incurred that debt and had no balance actually
25 due and as such was also false and misleading.

COUNT III

26. Defendant's conduct, detailed in the preceding paragraphs, violated 15 U.S.C. § 1692f(1)

a. Section 1692f(1) of the FDCPA prohibits a debt collector from the collection of any amount (including interest, fees, or charges) unless that amount is expressly authorized by the agreement creating the debt or permitted by law.

b. Defendant violated § 1692f(1) of the FDCPA when it sought to collect \$28.12 from Plaintiff for an import fee which Plaintiff never agreed to pay and which was not disclosed to Plaintiff as this charge was not authorized by agreement or law.

COUNT III

26. Defendant's conduct, as detailed in the preceding paragraphs, violated 15 U.S.C. § 1692f.

a. Section 1692f prohibits the use of any unfair or unconscionable practice in the collection of a debt.

b. Defendant violated § 1692f when it sought to collect \$28.12 from Plaintiff for an import fee which Plaintiff never agreed to pay and which was not disclosed to Plaintiff without verifying this debt was legitimately owed before doing so.

1 WHEREFORE, Plaintiff, ALEX SILVERMAN, respectfully prays for a
2 judgment as follows:

- 3 a. All actual damages suffered pursuant to 15 U.S.C. §
4 1692k(a)(1);
5
6 b. Statutory damages of \$1,000.00 for the violation of the FDCPA
7 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
8
9 c. All reasonable attorneys' fees, witness fees, court costs and
10 other litigation costs incurred by Plaintiff pursuant to 15 U.S.C.
11 § 1693k(a)(3); and
12
13 d. Any other relief deemed appropriate by this Honorable Court.

14 **DEMAND FOR JURY TRIAL**

15 PLEASE TAKE NOTICE that Plaintiff, ALEX SILVERMAN, demands a
16 jury trial in this case.

17 RESPECTFULLY SUBMITTED,

18
19 DATED: 06-09-16

KIMMEL & SILVERMAN, P.C.

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